

OHIO COURT OF APPEALS, FIFTH APPELLATE DISTRICT

State v. Schroer

2026-Ohio-1711 · No. 2025 CA 0064; 2025 CA 0065 · Decided May 11, 2026

SUMMARY

The Ohio Fifth District Court of Appeals held that the State breached a plea agreement by opposing judicial release based on the defendant’s criminal conduct and history, which were known when the agreement was made. Although the agreement did not bind the trial court to grant judicial release, it required the State to support or not oppose release after the defendant served one year, absent a proven post-plea breach. The court reversed the trial court’s judgment and remanded for renewed consideration of the judicial-release motions with specific performance of the State’s promise.

CASE DETAILS

COURT	Ohio Court of Appeals, Fifth Appellate District
WRITING FOR THE COURT	Craig R. Baldwin, P.J.; Kevin W. Popham, J.; David M. Gormley, J.
JURISDICTION	Ohio Court of Appeals, Fifth Appellate District
DECIDED	May 11, 2026
DOCKET	2025 CA 0064; 2025 CA 0065
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Defendant appealed the denial of renewed motions for judicial release, arguing that the State breached a court-approved plea agreement by opposing release after he had served one year. The State moved to dismiss for lack of a final appealable order, lack of preservation, and res judicata.
STANDARD OF REVIEW	The existence and interpretation of a plea agreement are reviewed de novo. Breach presents a legal question when material facts are undisputed; factual findings are reviewed for competent, credible evidence. Because the trial court denied the motions without a hearing and the issue turned on written plea entries, the plea-hearing transcript, and written responses, review was de novo.
PRECEDENTIAL VALUE	Published Ohio Court of Appeals opinion
PARTIES	Scott Schroer v. State of Ohio

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QUESTIONS PRESENTED

1. Whether the denial of judicial release was a final appealable order when the defendant alleged that the State breached a plea agreement by opposing judicial release.
2. Whether the defendant preserved his plea-agreement-breach claim without filing a separately captioned motion to compel specific performance.
3. Whether res judicata barred the appeal because the defendant did not appeal the earlier denial of judicial-release motions as premature.
4. Whether the plea agreement bound the trial court to grant judicial release after one year.
5. Whether the State breached the plea agreement by opposing judicial release based on the defendant's underlying criminal conduct and prior criminal history.
6. What remedy was appropriate for the breach.

HOLDINGS

1. An order denying judicial release may be final and appealable when judicial release is part of a negotiated plea agreement and the defendant alleges that the State breached that agreement, because the order may affect a substantial right.
2. A plea agreement between the State and a defendant does not, by itself, contractually bind the trial court to grant judicial release at a future date or divest the court of its statutory discretion under R.C. 2929.20.
3. The plea agreement bound the State to support or not oppose judicial release after Schroer served one year, unless he materially breached a condition of the agreement. The State could not oppose release based on the underlying criminal conduct or prior criminal history known to it when the agreement was made.
4. The appropriate remedy was specific performance of the State's promise, not an appellate order granting judicial release outright.
5. The court would not consider the State's newly raised assertion that Schroer failed to maintain good behavior in prison because the State did not raise that factual theory below, no hearing or evidentiary record addressed it, and a reviewing court may not enlarge the record.

KEY QUOTATIONS

“When a plea rests in any significant degree on a promise or agreement of the prosecutor, so that it can be said to be part of the inducement or consideration, such promise must be fulfilled.” (§18)

“We therefore construe the agreement to mean, at a minimum, that once the appellant had served one year in prison, the State was required to honor the judicial- release term of the bargain by supporting or not opposing

judicial release unless the appellant materially breached a condition of the plea agreement.” (§24)

“The appropriate remedy is specific performance of the State’s promise, not an appellate order granting judicial release outright.” (§28)

FACTUAL BACKGROUND

Schroer pleaded guilty to attempted burglary in one felony case and possession of a fentanyl-related compound in another, receiving consecutive sentences totaling four years. The written plea entries stated that he would plead in both cases for a total of four years, with judicial release after one year and completion of CBCF; at the plea hearing, the State described judicial release after one year, subject to good behavior. After serving the relevant period, Schroer renewed his motions for judicial release, but the State opposed them based on the underlying offenses and his prior criminal history, and the trial court denied the motions without a hearing.

PROCEDURAL HISTORY

Schroer pleaded guilty in two Richland County felony cases pursuant to an agreement referring to a four-year aggregate sentence, judicial release after one year, and completion of CBCF. The trial court denied his initial judicial-release motions as premature and later denied renewed motions without a hearing. The Ohio Court of Appeals denied the State's motion to dismiss, reversed the judgments, and remanded for renewed consideration of the motions with the State honoring its plea-agreement obligations.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

The trial court must reconsider Schroer's motions for judicial release. On remand, the State may not oppose judicial release based on grounds known to it at the time of the plea agreement; the trial court retains authority under R.C. 2929.20 to determine whether release should be granted.

CASES CITED

- State v. Mayle, 2008-Ohio-3761, ¶13 (5th Dist.)
- State v. Cruz, 2021-Ohio-947, ¶6 (8th Dist.)
- State v. Jimenez, 2009-Ohio-4337, ¶6 (9th Dist.)
- State v. Francis, 2011-Ohio-4497, ¶14 (4th Dist.)
- State v. Griffith, 2021-Ohio-4165, ¶19 (5th Dist.)
- State v. Bethel, 2006-Ohio-4853, ¶¶50, 52
- State v. Emch, 2023-Ohio-3553, ¶24 (5th Dist.)
- Santobello v. New York, 404 U.S. 257, 262-264 (1971)
- United States v. Johnson, 979 F.2d 396, 399 (6th Cir. 1992)
- State v. Harper, 2011-Ohio-4568, ¶69 (5th Dist.)

- Geary v. Geary, 2015-Ohio-259, ¶38 (5th Dist.)

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